

FIRST AMENDMENT OF LEASE

This Amendment of Lease, entered into April 17, 2012
Between Rockside Plaza (which, with its successors and
Assigns, is hereinafter referred to as "Lessor") and, The City
of Parma (which, with its successors and permitted assigns, is
hereinafter referred to as "Lessee"):

WITNESSETH:

Whereas, (a) by lease agreement beginning January 1, 2007
(hereinafter called ""Said Lease"), portions of the Third floor
(Suite 306 in Rockside Plaza, 1440 Rockside Road. Parma, Ohio
44134, was leased to Lessee for a term expiring May 31, 2011
and (b) Lessor and Lessee now desire to modify and amend Said
Lease; now, therefore, in consideration of the mutual covenants,
conditions and agreements hereinafter contained, Said Lease is
amended as follows:

1. Location: Suite.306
2. Term: The term of the lease shall commence May 1, 2012, and
end April 30, 2015
3. ELECTRIC: See section (e) Article III Services
4. Rent: Year 1-3 \$1620.00 per month \$19440.00 per year
5. Special Stipulations: Tenant will have (1) one option to opt
out of lease after year 2 with 90 day written notice to HAGEFEN
PROPERTIES 23366 COMMERCE PARK DRIVE SUITE 210, BEACHWOOD, OHIO
44122
6. AMENDMENT TO SECTION VII "WAIVER OF CERTAIN CLAIMS"
"Tenant, to the extent permitted by law, waives all claims
it may have against Landlord, and against Landlord's agents and

employees for damage to person or property sustained by Tenant or by any occupant of the Premises, or by any other person, resulting

from any part of the Property or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of any tenant or occupant of any Property or of any other person, unless such damage is a result of the negligence or part of the Property or of any other person, unless such damage is a result of the negligence or contributory negligence of the Landlord, or Landlord's agents or employees. If any damage results from any act or neglect Tenant, Landlord may, at Landlord's option, repair such damage and Tenant shall thereupon pay to Landlord the total cost of such repair. All personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Property shall be there at the risk of Tenant or of such other person only, and landlord, its agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof unless such damage, theft or misappropriation is a result of the negligence or contributory negligence of Landlord or Landlord's agents or employees. Tenant agrees it is liable and responsible for damages caused by its negligence and/or recklessness.

Except for the provisions of this Amendment of Lease, all terms and conditions of Said Lease, as amended, shall remain in full force and effect.

In witness whereof, Lessor and Lessee have executed this Amendment of Lease as of the day and year first written above.

Signed and acknowledged in
The presence of:

LESSOR

Rockside Plaza Associates

BY: _____

MEMBER _____

Signed and acknowledged in
The presence of:

LESSEE

The City of Parma

BY: _____

IT'S: _____



City of Parma, Ohio

TIM DEGEETER
MAYOR



1440 Rockside Road, Suite 306
Parma, Ohio 44134

PUBLIC HOUSING

Phone: 216-661-2015
Fax: 216-661-2021

Board of Control – Service Department
6611 Ridge Road
Parma, Ohio 44129
May 8, 2012

In regards to: **LOW RENT PUBLIC HOUSING PROGRAM - BOARD OF CONTROL**

RECOMMENDATION

To Whom It May Concern:

I am forwarding information regarding lease extension with Rockside Plaza Associates.

RECOMMENDATION:

The Agency has reviewed the proposals submitted (attached) by Rockside Plaza Associates and finds that it best reflects the Agency's needs.

The original lease was created and approved for the term January 1, 2007 through December 31, 2011. The extension of the lease shall run from the date approved by the Housing Board for a period of two years with an option of an additional year.


The total cost per annum of the lease shall be \$19,440 for year 1 and 2. The cost of the third year is also 19,440.

The funds for said lease shall be paid for from the following fund:

270-270- EQUIPMENT &
68006-0000 FACILITIES

Please let me know if you have any questions regarding the selection of this vendor.

Respectfully yours,


Lev Kulchytsky
Executive Director – PPHA
1440 Rockside Road, Suite 306
Parma, Ohio 44129
Phone: (40)391-1801
Fax: (216) 661-2021

Enclosure (1)

cc: file

To: The Board of Control

Extension of lease that began on January 1, 2007 (five year lease) with Rockside Plaza Associates for two years with an option of a third:

NAME	PRICE
Rockside Plaza Associates	\$19,440 for year 1-2 \$19,440 for year 3 (option)

After due consideration, I request authority to enter into a contract with Central Heating, in the amount of \$19,440 per year and request approval of the Board of Control.

Mayor

The Board of Control met on the 14th day of May, 2012 relative to the quote and approved the lease with Rockside Plaza Associates in the amount of \$19,440 per year and authorized the Mayor to enter into a contract with said vendor.

Chairman

Board Member

Board Member